

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION**

**WRIT PETITION NO. 12151 OF 2023**

Shri. Prakash Dattatraya Bhede

.. Petitioner

Vs.

The Dy. Director of Education & Ors.

.. Respondents

Mr. Anand S. Patil for the Petitioner.

Mr. V.M. Mali, AGP for Respondent Nos.1 & 2

Mr. Meelan Topkar i/b. Mr. Saurabh V. Mandlik for the Respondent Nos.  
3 & 4

**CORAM : NITIN JAMDAR &  
M. M. SATHAYE, JJ.**

**DATED : 20 JUNE 2024**

**P.C.:**

1. The Petitioner has sought to set aside the order dated 26 December 2022 passed by the Deputy Director of Education and has sought a prayer to release the Petitioner's salary from 11 November 2011 to 30 November 2016. This claim is made by filing a Petition in the year 2023.

2. The Petitioner was working with the Respondent Nos. 3 and 4- Educational Institute. The Petitioner's services were terminated. The Petitioner filed an Appeal before a School Tribunal. The Appeal was disposed of upon the Consent Terms entered into between the Petitioner and Respondent – Management.

3. Though the Deputy Director of Education was the party-Respondent in the Appeal, the Consent Terms were only between the Petitioner and the Respondent – Management. The Petitioner earlier approached this Court by way of Writ Petition No. 7284 of 2021. The Division Bench disposed of the Writ Petition by directing the Petitioner and the Respondent Nos. 3 & 4-Management to appear before the Deputy Director of Education regarding the aforesaid period i.e. suspension period. In the impugned order, the Deputy Director after giving an opportunity to the parties concluded that the Petitioner is not liable to be paid the said amount from the Government funds.

4. Learned Counsel for the Petitioner sought to contend that as per the Consent Terms, the Petitioner continued in service and the Petitioner is getting pension. He submitted that as corollary, the concerned period should also to be treated as on duty and the State Government should be directed to pay the said amount.

5. After the Appeal was disposed of as compromised the Petitioner in the Consent Terms gave up his right to claim the amount for the aforesaid period from the Respondent-Management. The State Government was not a party to the Consent Terms. Therefore, the Division Bench has observed that the Consent Terms will not be binding on the State Government. Thereafter, the Deputy Director has taken a view independent of the Consent Terms and after examining the records, the Deputy Director has recorded the findings that since the Petitioner

did not work during the said period, he is not entitled to the amount as claimed from the State Government. The Petitioner upon reinstatement could have claimed the amount for the period prior to his termination from the Respondent-Management but the Petitioner has given up the said claim against the Respondent-Management.

6. In these circumstances, it is not possible for us to pass mandatory directions to the State Government as prayed for. The Petitioner has now superannuated from the service and the Petitioner is getting pensionary benefits.

7. The Writ Petition is accordingly disposed of.

(M. M. SATHAYE, J.)

(NITIN JAMDAR, J.)